

CITY OF SPRINGDALE  
Committee Agendas  
Monday, August 19<sup>th</sup>, 2019  
Multi-Purpose Room  
City Administration Building  
Meetings begin at 5:30 P.M.

Ordinance Committee by Chairman Mike Overton:

1. **An Ordinance** amending various provisions of the Code of Ordinances of the City of Springdale, Arkansas; to make technical corrections; to declare an emergency; and for other purposes. Presented by City Attorney, Ernest Cate. Pg. 2 - 5

Street and CIP Committee by Chairman Rick Evans:

2. **A Resolution** authorizing the Mayor and City Clerk to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement with the Arkansas & Missouri Railroad Company (AMRR) as part of the Maple Avenue Extension (project 18BPS2). Presented by City Attorney, Ernest Cate. Pg. 6 - 19

Finance Committee by Chairman Jeff Watson:

3. **An Ordinance** to waive competitive bidding for the purchase of employee insurance coverage. It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval. Item presented by Gina Lewis, Director of Human Resources. Pg. 20 - 21
4. **A Resolution** accepting the guaranteed maximum price for the construction of Springdale's Animal Shelter (Project No. 18BPA1). Item presented by Wyman Morgan, Director of Administration and Financial Services. Pg. 22 - 34

Parks and Recreation Committee by Chairman Mike Lawson:

5. **A Resolution** appropriating funds for the Parks and Recreation Department (Project No. 1BPP5) (Pertaining to the installation of netting and lighting at two indoor soccer fields at the Parks and Recreation Center). Item presented by Wyman Morgan, Director of Administration and Financial Services and Chad Wolf, Director of Parks and Recreation. Pg. 35 - 45
6. **A Discussion** of Fitzgerald Cemetery and Bluff Cemetery. Item presented by Brad Baldwin, Director of Engineering and Public Works. Pg. 46 -50

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS PROVISIONS OF  
THE CODE OF ORDINANCES OF THE CITY OF  
SPRINGDALE, ARKANSAS; TO MAKE TECHNICAL  
CORRECTIONS; TO DECLARE AN EMERGENCY; AND  
FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to "Municipal Court" in the City of Springdale;

**WHEREAS**, Chapter 70 of the Code of Ordinances of the City of Springdale is in need of revision, as Arkansas law has changed regarding the creation, existence, and duties of "municipal courts", and has instead established State District Courts;

**WHEREAS**, several other provisions of the Code of Ordinances of the City of Springdale, Arkansas, need to be amended to make reference to the correct court of law;

**WHEREAS**, it is in the best interests of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend various provisions of the Code of Ordinances of the City of Springdale, Arkansas, to make technical corrections to references to various courts of law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE  
CITY OF SPRINGDALE, ARKANSAS:**

**Section 1:** Section 1-10 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 1-10. - Fines may be paid by work, when; procedure.**

Fines imposed for violation of ordinances of the city may be discharged by the offender working out the same upon the streets, alleys or other improvements of the city under the direction of the chief of police or such person as the council may direct and under sufficient guards. Only prisoners confined in the city or county jail by sentence of the ~~municipal~~ district court may be taken out and required to work out the amount of all fines, penalties, forfeitures and costs imposed on him in the ~~municipal~~ district court, and when any such person shall be allowed or taken out to work as above provided, an accurate account shall be kept by the chief of police of the names of all such persons, and the number of days worked by each, and each shall have his discharge when by his number of days worked he shall become entitled thereto.

**Section 2:** Section 2-27 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 2-27. - Same—Conduct of spectators, preservation of order.**

- (a) It shall be the duty of the chief of police to be present and on official duty at all special and regular meetings of the city council.
- (b) Except during such periods of time at such meetings as the city council shall set aside for public discussion, it shall be unlawful for any person present as a spectator to interrupt or disturb the proceedings in any manner by voice, actions or otherwise.

- (c) During periods set aside for public discussion of any nature, any person desiring to speak shall secure the permission of the presiding officer by first silently raising his hand and being recognized. The use of profanity, obscene language, threats or any violent or abusive conduct by any person shall constitute a violation of this section.
- (d) It shall be the duty of the chief of police, upon the order of the presiding officer at any such meeting to forcibly, if necessary, evict any person violating the provisions of this section from the council meeting hall. Any such violation shall subject the offender, upon conviction thereof before the municipal district court, to a fine and/or imprisonment as prescribed by section 1-9.

**Section 3:** Section 34-2 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**Sec. 34-2. - Referendum petitions.**

- (a) *Filed with city clerk.* All referendum petitions under amendment no. 7 to the constitution of the state shall be filed with the city clerk within 30 days after the passage of such ordinance.
- (b) *Publication of notice.* Whenever a referendum petition is filed the city council shall give notice by publication for one insertion of a time not less than five days after the publication of the notice at which it shall hear all persons who wish to be heard on the question whether the petition is signed by the requisite number of petitioners. At the time named, the city council shall meet and hear all who wish to be heard on the question, and its decision shall be final, unless suit is brought in the ~~chancery~~ circuit court of the county within 30 days to review its action.
- (c) *Special election.* If the city council finds that the petition is signed by the requisite number of petitioners, it shall order a special election to determine by a vote of the qualified electors whether the ordinance shall stand or be revoked. The date for such election shall be not less than ten days after the order therefor has been made by the council, and such election shall be had and conducted as a general municipal election held in the city.
- (d) *Defeated petitions.* If an ordinance referred to the people is defeated at the polls, the city council shall make note of the fact and shall expunge the ordinance from its files by erasing same with red ink.

**Section 4:** Chapter 70 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to read as follows:

**~~Sec. 70-1. - Created.~~**

~~Pursuant to the provisions of Act 60 of 1927, and Acts amendatory thereto (A.C.A. § 16-17-204 et seq.) there is created and established in the city a corporation court to be styled "The Municipal Court of Springdale, Arkansas," which shall be conducted in all respects in compliance with the provisions of such Acts.~~

**Sec. 70-2. - Municipal District court clerk.**

The clerk of the ~~municipal court~~ Washington County District Court, Springdale Department, shall be appointed by the ~~municipal district~~ municipal district judge presiding over the court, ~~and~~ The clerk of this court shall file such bond and have such duties as provided by law.



**Sec. 70-3. - Taxing costs.**

The ~~municipal district~~ court shall tax the costs provided by law in cases arising under violations of city ordinances or state laws and costs so collected shall be kept in a separate account by the clerk and accounted for and paid over to the city treasury or proper recipient in the manner provided by law, this Code or ordinances of the city.

**~~Sec. 70-4. - Additional court costs - Imposition:~~**

~~Any person who pleads guilty or nolo contendere or is found guilty of driving while intoxicated or driving while impaired shall pay as an additional court cost, the sum of \$250.00.~~

**~~Sec. 70-5. - Same - Disposition of proceeds:~~**

~~All moneys received from the additional court costs imposed by the provisions of section 70-4 on persons who plead guilty or nolo contendere to, or are found guilty of, driving while intoxicated or driving while impaired shall be remitted at least quarterly, by January 1, April 1, July 1 and October 1 of each year, to the director of the department of finance and administration. The city shall retain for its use and benefit \$100.00 of the amount.~~

**~~Sec. 70-6. - Same - Police officers' retirement fund:~~**

~~For the purpose of providing for the payment of certain court costs to be used for the state police officers' retirement fund, to provide for the payment of certain court costs to be used for police officers' pension and relief funds; and for other purposes, A.C.A. § 16-92-110, is hereby approved, adopted and incorporated as fully as if set out at length herein, and the provisions thereof shall be controlling within the limits of the city.~~

**~~Sec. 70-7. - Same - Additional costs in moving traffic violations:~~**

~~The provisions of A.C.A. § 16-92-116 shall be complied with and additional costs are hereby levied in the amount of \$1.00 for each judgment of conviction, plea of guilty or nolo contendere, bond forfeiture in misdemeanor cases and moving traffic violations.~~

**~~Sec. 70-8. - Postponement or suspension of sentences:~~**

~~The judge of the municipal court shall have the power to postpone or suspend sentences in misdemeanor cases as is conferred upon the circuit court judges of the state.~~

**Sec. 70-9. - Defendant fines.**

- (a) There is hereby levied a sum of \$20.00 from each defendant upon each conviction, each plea of guilty or nolo contendere, or each bond forfeiture in all cases in the first class of accounting records as described in A.C.A. § 16-17-707.
- (b) Said additional sum shall be collected by the Clerk of the Springdale District Court and shall be paid into the city treasury to be deposited into a fund to be used exclusively to help defray the cost of incarcerating city prisoners, including the construction and maintenance of the city jail and payments to other entities for incarcerating city prisoners.

**Sec. 70-10. - Collection of fines assessed in the district court.**

The Springdale District Court Clerk is hereby designated as the person primarily responsible for the collection of fines assessed in the District Court for the City of Springdale, Arkansas.

**Section 5:** All other provisions of the Code of Ordinances of the City of Springdale, Arkansas, not specifically modified herein shall remain in full force and effect.

**Section 6: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A RAILROAD CROSSING EASEMENT AGREEMENT AND RAILROAD CROSSING COST AGREEMENT WITH THE ARKANSAS & MISSOURI RAILROAD COMPANY (AMRR) AS PART OF THE MAPLE AVENUE EXTENSION (PROJECT 18BPS2).**

**WHEREAS**, the City of Springdale, Arkansas, is undertaking the extension of Maple Avenue from Holcomb Street to Park Street (Project 18BPS2);

**WHEREAS**, as part of this project, a new railroad crossing will be constructed on Maple Avenue;

**WHEREAS**, the City and AMRR wish to enter into a Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both of which are attached hereto and incorporated by reference, to provide for the construction of the new railroad crossing as part of the Maple Avenue Extension (Project 18BPS2), the cost of which will be included in the overall budget for this project;

**WHEREAS**, AMRR has agreed to the terms of the attached Railroad Crossing Easement Agreement and the attached Railroad Crossing Cost Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS** that the Mayor and City Clerk are hereby authorized to execute the Railroad Crossing Easement Agreement and Railroad Crossing Cost Agreement, both attached hereto, with the Arkansas & Missouri Railroad Company, both relating to the construction of a new railroad crossing as part of the Maple Avenue Extension Project (18BPS2).

**PASSED AND APPROVED** this \_\_\_\_\_ day of August, 2019.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

## RAILROAD CROSSING EASEMENT AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of Springdale, Arkansas** (hereinafter "City") and **The Arkansas and Missouri Railroad Company**, (hereinafter "AMRR"),

### WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR's tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, the Easement is defined on **Exhibit 1** and incorporated herein by reference; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations as established under the terms of a Crossing Agreement executed separately by the parties.

NOW, THEREFORE, in consideration of the covenants and agreements contained and subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. The City and AMRR have caused to be prepared plans and specifications for the project. Attached as **Exhibit 1** is the proposed plan. The parties acknowledge that this schematic drawing contains certain requirements and restrictions with regard to the construction in, near and around the Railroad and the City agrees to be bound by all of these requirements and restrictions contained in the plans, specifications, coordination notes and the separate Crossing Cost Agreement.

2. AMRR has provided an estimate for the cost of the crossing. The parties understand that the estimate is \$486,860.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate.

3. The cost (labor and material) for installing the new crossing will be born by the City pursuant to the Crossing Cost Agreement.



4. Fencing. As part of the consideration for AMRR agreeing to this crossing, the City has agreed to install the same type and style of fencing that currently exists from Emma to Meadow Street at the following locations:

- a. from Meadow to Spring Creek on the west side of tracks;
- b. from Meadow to Tyson property line on the east side of tracks;
- c. 150 feet north and south on both sides of the tracks at the new Maple Street crossing.

5. After completion of the project, the Parties shall bear the expense of the maintenance, inspection, capital costs and operation of the crossing per the terms of the separate Crossing Agreement or any amendment thereto, so long as it is to be maintained as a crossing over the railroad or until it is mutually agreed between the parties that the project is no longer needed at the crossing or until the crossing is abandoned by AMRR or City, or other legal requirements making it necessary to cease operations and maintenance of the project. At that time, materials purchased and installed for the project may be moved to other locations on AMRR's lines within the States of Arkansas or Missouri or otherwise disposed of or sold by AMRR.

6. Limitation on Grant. This Easement does not grant to City the subsurface of any easement area, all such rights and privileges being reserved to AMRR.

7. Indemnification. City shall indemnify, defend and hold harmless AMRR from any and all claims, expenses, losses, causes of action or liabilities AMRR may suffer as a result of the use of the easement by City or any of its employees, agents, customers or invitees.

8. If any portion of this Easement or any provision in this Easement shall be found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective and enforceable, and both parties consent to the modifications of this Easement in any manner as a court may deem necessary to preserve the grant of easement contained herein.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.



11. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

12. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF SPRINGDALE, ARKANSAS

Approved by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS        )  
  ) §§  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, \_\_\_\_\_, to me personally well-known who stated that he/she is the \_\_\_\_\_ for the **CITY OF SPRINGDALE, ARKANSAS**, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Springdale, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ARKANSAS & MISSOURI RAILROAD

Approved by: \_\_\_\_\_  
Signature

Caren L. Kraska  
Print Name

President \_\_\_\_\_  
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS       )  
  ) §§  
COUNTY OF WASHINGTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, **CAREN L. KRASKA**, to me personally well-known who stated that she is the President of **ARKANSAS & MISSOURI RAILROAD COMPANY** and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_







### RAILROAD CROSSING COST AGREEMENT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Springdale, Arkansas (hereinafter "City") and The Arkansas & Missouri Railroad Company, (hereinafter "AMRR"),

#### WITNESSETH:

WHEREAS, City is in the process of planning the construction of an extension of Maple Street within the City limits that would cross AMRR's tracks. The City proposes, for the benefit of the public, to install a new crossing at said location, pursuant to particular plans and specifications to be agreed upon by the parties; and

WHEREAS, it is understood that the contemplated crossing will be financed from funds appropriated by City and expended under its regulations;

NOW, THEREFORE, in consideration of the covenants and agreements contained in this agreement, subject to the provisions of the recitals above, it is agreed by and between the parties hereto as follows:

1. AMRR has provided an estimate for the cost of the crossing. This estimate only includes the cost and labor to install the ties, rail, ballast, concrete panels and crossing warning system. This estimate does not include any track or railroad work required during utility installation- which is not subject to estimation at this time. The parties understand that the estimate for AMRR's work is \$486,360.23 and the parties acknowledge that the ultimate cost of the crossing could be under or over this estimate. Both parties further acknowledge that any materials or crossing equipment shall be considered a part of the consideration of this agreement. Upon final completion of the project, all said materials and crossing equipment shall become the property of AMRR. Attached as Exhibit 1 is the cost estimate and attached as Exhibit 2 is the engineer drawings of the Maple Street extension all of which are incorporated into this agreement by reference.

2. AMRR shall be reimbursed 100% of the actual costs (labor and material) for installing the new crossing and its invoices will be paid on a monthly basis. Material will be billed as it is ordered by AMRR. The City acknowledges that this crossing will require four pedestrian gates and two lane gates. The City will be responsible for the approaches, grade, roadway and drainage. The City acknowledges that any work within 25 feet of the tracks requires a Flagging Services Agreement for railroad track protection, including, but not limited to, railroad flagging which is charged at the rate of \$95 per hour. The City's work will need to be coordinated with AMRR to insure a minimal impact on railroad operations.

3. Insurance. During construction of the crossing, City shall ensure that any contractors they employ to perform work on the project will maintain a general liability insurance policy, the limits of which will be not less than Three Million Dollars (\$3,000,000) per person, Five Million Dollars (\$5,000,000) per accident and Three Million Dollars (\$3,000,000) for property damage. The policy shall name AMRR, its

successor or assigns and City as insureds. Such policy shall contain a clause that the insurer will not cancel or change the insurance without giving AMRR, City, or their successors or assigns ten (10) days prior written notice, and a certificate of such insurance shall be delivered to AMRR prior to the inception of the construction of the crossing.

4. Maintenance and Repairs. The parties acknowledge that the crossing and equipment will require maintenance and repairs due to normal wear and tear and possibly damage from accidents, negligence or acts of nature. The City will not be liable for any damages caused solely by the negligence of AMRR. If damages are caused to the crossing and/or equipment by the acts of 3<sup>rd</sup> parties, AMRR and the City will coordinate to pursue any cause of action against said 3<sup>rd</sup> parties to recover the costs of repairs and any amount recovered will be applied accordingly. City will pay an annual crossing maintenance fee of \$13,500 effective on the opening date of the crossing and on each anniversary date thereafter for so long as the crossing remains open. The annual maintenance fee will cover regulatory testing, basic maintenance and general wear and tear. Otherwise, City will pay for any capital expenditures for the signals and the crossing surface. Except for emergency repairs, AMRR will give the City one hundred eighty (180) day written notice of any needed repairs or maintenance and the amount thereof. The crossing shall be maintained as specified above until such time as the parties mutually agree otherwise or upon a date certain that the crossing should be closed.

5. Immunity. The parties agree and acknowledge that the City enjoys certain rights and immunities under Arkansas Code Annotated 21-9-301 and that nothing in this agreement shall be read to reduce, waive, modify, limit, or compromise any of the rights and immunities granted under A.C.A. 21-9-301.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and may not be modified or amended orally.

7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Arkansas.

8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors and assigns.

9. Both parties acknowledge that the signatories below have the appropriate authority to sign on behalf of the party they represent.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES AND ACKNOWLEDGEMENTS CONTAINED ON FOLLOWING PAGES.

CITY OF SPRINGDALE, ARKANSAS

Approved by: \_\_\_\_\_  
Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS       )  
  ) §§  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, \_\_\_\_\_, to me personally well-known who stated that he/she is the \_\_\_\_\_ for the **CITY OF SPRINGDALE, ARKANSAS**, and is duly authorized in his/her capacity to execute the foregoing instrument and for and in the name and behalf of the City of Rogers, Arkansas, and further stated and acknowledged that he/she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

ARKANSAS & MISSOURI RAILROAD

Approved by: \_\_\_\_\_  
Name

CAREN L. KRASKA  
Print Name

President  
Title

ACKNOWLEDGMENT

STATE OF ARKANSAS       )  
  ) §§  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public, duly commissioned, qualified, and acting, within and for said County and State, appeared in person, **CAREN L. KRASKA**, to me personally well-known who stated that she is the President of **ARKANSAS & MISSOURI RAILROAD COMPANY** and is duly authorized in her capacity to execute the foregoing instrument and for and in the name and behalf of Arkansas & Missouri Railroad Company, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year stated above.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_





Arkansas & Missouri Railroad  
306 E. Emma Ave  
Springdale, AR 72764

Date: October 24, 2018

To: City of Springdale

This is a detailed estimate, based on the best information  
contractor availability and material  
supplier rates.

Job: Maple Street Project

Item #	Qty	Material	Unit	Unit Price	Line Total
1	48.75	115 lb Concrete Panel Material	ft	\$214.46	\$10,454.93
2	48.00	10' Crosstie's	Each	\$74.00	\$3,552.00
3	3.07	115# Rail	Ton	\$855.00	\$2,622.00
4	3.00	115 lb 18' I-Bonds	Each	\$2,000.00	\$6,000.00
5	1.00	#9 RH 115 lb Insulated Turnout	Each	\$93,000.00	\$93,000.00
6	96.00	115 LB 5 1/2" Pandrol Tie Plate	Each	\$9.59	\$920.64
7	384.00	Screwspikes	Keg	\$2.75	\$1,056.00
9	192.00	E Clips for Plates	Each	\$2.25	\$432.00
10	4.00	Ballast Car Loads	Each	\$1,200.00	\$4,800.00
11	18.00	Thermite Weld Kits 115 LB RE	Each	\$129.99	\$2,339.82
12	8.00	115 Transition Rails	Each	\$1,350.00	\$10,800.00
13	2.00	Comp Rails	Each	\$1,500.00	\$3,000.00
14	1.00	S&C Crossing Warning System w/2 gates: & 4 ped gates	Lump Sum	\$149,474.65	\$149,474.65
15	5	Track Spikes	Keg	\$67.50	\$337.50
16	20	Asphalt Cold Mix Approaches	Ton	\$90.00	\$1,800.00
				Subtotal (Material)	\$290,589.54
				Material 10% O/H	\$29,058.95
				Tax @ 2.75%	\$38,332.48
				<b>TOTAL MATERIAL</b>	<b>\$347,980.97</b>
Item #	Qty	Labor & Services	Unit	Unit Price	Line Total
1	1	MOW AMRR Administration	Lump Sum	\$2,500.00	\$2,500.00
2	1	Engineering & Design	Lump Sum	\$10,464.28	\$10,464.28
3	1	Crossing Install - Build Track Panel, install Surface,	Lump Sum	\$44,000.00	\$44,000.00
4	1	install Insulated turnout	Lump Sum	\$23,000.00	\$23,000.00
5	1	Signal Labor & Subcontractor Coordination	Lump Sum	\$58,914.98	\$58,914.98
				<b>TOTAL LABOR</b>	<b>\$138,879.26</b>
Prepared by: JOHN CUMMINGS				<b>TOTAL PROJECT</b>	<b>\$486,860.23</b>

Exhibit 1





ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO WAIVE COMPETITIVE  
BIDDING FOR THE PURCHASE OF EMPLOYEE  
INSURANCE COVERAGE**

**WHEREAS**, the City of Springdale has provided health insurance for its employees through Arkansas Blue Cross Blue Shield since January 1, 2007, and

**WHEREAS**, Arkansas Blue Cross Blue Shield has proposed to continue coverage for City of Springdale employees with no increase in the premium, and

**WHEREAS**, the rates for dental insurance with Delta Dental will remain the same, and

**WHEREAS**, there is no change in the rate for vision insurance or life and AD&D insurance or long term disability, and

**WHEREAS**, Arkansas Code 14-58-303 states, "The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical";

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

**Section 1.** This Council finds that due to the complexity of employee insurance competitive bidding is not feasible or practical in the purchase of health, vision insurance, dental insurance or life and AD&D insurance and long term disability insurance needed by the City of Springdale and competitive bidding on the purchase of these employee benefits for the year of 2020 is here by waived with the provision that the providers and insurance monthly premiums will be those as reflected on the attached data sheet.

**Section 2.** The City's 2020 contribution into the employees' health savings account will be made in two equal payments with the first payment in January and the second payment in July.

**Section 3. Emergency Clause.** It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

**PASSED AND APPROVED** this 27<sup>th</sup> day of August, 2019

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Ernest B. Cate, City Attorney



2020 HEALTH BENEFITS PROPOSAL

Health Insurance - Blue Cross Blue Shield

	2019 <sup>1</sup>	2020 Proposed		2019	2020 Proposed
PPO - CoPay Plan	Rates	Mo. Rates	HDHP Plan w/H.S.A.	Rates	Mo. Rates
Employee Only	\$483.44	\$483.44	Employee Only	\$363.24	\$363.24
Employee/Spouse	\$965.81	\$965.81	Employee/Spouse	\$725.66	\$725.66
Employee/Child(ren)	\$868.78	\$868.78	Employee/Child(ren)	\$652.76	\$652.76
Family	\$1,327.99	\$1,327.99	Family	\$997.78	\$997.78

Dental Insurance - Delta Dental

	2019	2020 Proposed
	Rates	Mo. Rates
Employee Only	\$29.56	\$29.56
Employee/Spouse	\$61.66	\$61.66
Employee/Child(ren)	\$55.44	\$55.44
Family	\$94.20	\$94.20

Vision Insurance - VSP

	2019	2020 Proposed
	Rates	Mo. Rates
Employee Only	\$6.26	\$6.26
Employee/Spouse	\$11.57	\$11.57
Employee/Child(ren)	\$12.51	\$12.51
Family	\$17.84	\$17.84

Mutual of Omaha - Life & LTD

Rates will remain the same for 2020.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING THE GUARANTEED  
MAXIMUM PRICE FOR THE CONSTRUCTION OF  
SPRINGDALE'S ANIMAL SHELTER  
PROJECT NO. 18BPA1**

**WHEREAS**, Arkansas Statute 19-11-801 provides for the employment of a construction manager for public improvement projects, and

**WHEREAS**, Springdale's Animal Shelter has been designed and bids taken from sub-contractors, and

**WHEREAS**, Nabholz Construction Corporation has proposed a guaranteed maximum price of \$4,715,603 for the construction of Springdale's Animal Shelter.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL  
FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

1. The City Council accepts the guaranteed maximum price of \$4,715,603 submitted by Nabholz Construction Corporation for the construction of Springdale's Animal Shelter.
2. The Mayor is authorized to approve construction change orders as long as the cumulative total of the change orders does not exceed 10% of the guaranteed maximum price.

**PASSED AND APPROVED** this 27<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

Amendment No. 1

TO AGREEMENT BETWEEN OWNER AND CONTRACTOR  
City of Springdale Animal Shelter

Pursuant to Section 2.2 of the Agreement, dated December 20, 2017 between City of Springdale (Owner) and Nabholz Construction Services (the Contractor), for all work as outlined in the Contract Documents associated with City of Springdale Animal Shelter (the Project) as defined in the Construction Documents noted in the attached Exhibits, the Owner and Contractor establish a Guaranteed Maximum Price for the Work as set forth below.

ARTICLE I GUARANTEED MAXIMUM PRICE

The Contractor’s Guaranteed Maximum Price for the construction of the Springdale Animal Shelter, including the estimated Cost of the Work as defined in Article 6 and the Contractor’s Fee as defined in Article 5, is \$ 4,715,603. This Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through B, as follows:

- Exhibit A Springdale Animal Shelter Final Pricing Summary on which the Guaranteed Maximum Price is based, 4 pages dated August 14, 2019.
- Exhibit B Springdale Animal Shelter Plans, 3 pages.
- Exhibit C Springdale Animal Shelter Specifications, 4 pages.

The information contained herein is considered confidential and proprietary and is being provided by Nabholz Construction specifically for the project noted and the exclusive use of the individual or firm that requested it. Any duplication, re-transmission or modification of any of the information is strictly prohibited without the written authorization of Nabholz Construction Services.

ARTICLE II CONTRACT TIME

The date of Substantial Completion established by this Amendment for the Springdale Animal Shelter will be 11 months from Notice to Proceed or from issuance of Building Permit, whichever is issued last.

OWNER

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Rob Dodd, EVP of Operations  
(Printed name and title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Attest)



Exhibit A

Springdale Animal Shelter  
Springdale, AR  
Final Pricing Summary

**Pricing**

Nabholz presents this Guaranteed Maximum Price dated August 14th, 2019 for the Springdale Animal Shelter. After compiling the lowest bids and applying appropriate insurances and fee Nabholz reports the Guaranteed Maximum Price to be \$4,715,603.

A detailed estimate, alternate pricing, unit costs, allowances, exclusions and the bid tabulation report are detailed on the following pages. Pricing is based on plans and specifications produced by SCM Architects dated June 21, 2019, Addendum 1 dated July 12th, 2019, Addendum 2 dated July 18th, 2019 and Addendum 3 received August 2<sup>nd</sup>, 2019.

**Alternate Prices**

Alternate Description	Amount
Bid Alternate #1 – Provide a proposed alternate cost difference to construct the building shell for the Clinic Space and Community Room.	ADD \$307,842
Bid Alternate #2 – Provide a proposed alternate cost difference to construct the finish-out of the interior space for the Clinic Space and Community Room.	ADD \$358,662

Pricing for bid Alternates 1 & 2 assumes that the work would be performed concurrently with the base bid animal shelter. The pricing does not include any additional mobilizations for Nabholz or subcontractors.

**Unit Costs:**

Unit Cost Description	Value
Undercut and remove from site existing unsuitable soils and replace with compacted fill, measured as in-place yardage	\$18/cuyd
Excavate unsuitable material under footings and replace with compacted fill bridge lift, measured as in-place yardage.	\$300/cuyd





Excavate and remove from jobsite mass rock quantity, measured as in-place yardage.	\$100/cuyd
Excavate and remove from jobsite trench rock quantity, measured as in-place yardage.	\$750/cuyd

**Allowances**

The allowance items listed below are included in the GMP amount. They are anticipated to be required for the construction of the shelter but the precise scope of work is unquantifiable until earthwork and foundations begin.

Allowance Description	Amount
Excavation of unsuitable soils beneath building pads and replacement with engineered fill.	\$30,000
Excavation of unsuitable soils beneath foundation footings and replacement with flowable fill.	\$41,250

**Exclusions**

The following items are not included in the Guaranteed Maximum Price and are assumed to be provided by the owner:

- Third party materials testing
- Relocation or removal of unforeseen utilities
- Access controls
- Security system
- Time clock system

**PROJECT NAME** Springdale Animal Shelter Bid Day  
**PROJECT LOCATION** Springdale, AR  
**REVIEW DATE** 7/23/2019  
**ARCHITECT** SCM Architects  
**ESTIMATED DURATION** 11 mnth  
**BUILDING SIZE** 15,620 sf

Nabholz	Description	Grand Total Amount
	<b>Building Costs</b>	
01-0000	Final Cleaning	1,663
03-0010	Concrete	274,722
04-2000	Masonry	252,114
05-1205	Structural Steel Supply & Install	52,273
05-1950	Miscellaneous Metal Fabrications	45,752
06-1000	Wood Framing	337,560
07-1000	Waterproofing and Dampproofing	65,867
07-3100	Asphalt Shingles	30,108
07-4000	Metal Wall Panels	57,385
07-5000	Membrane Roofing, Metal Roofing & Sheet Metal	61,540
08-1113	Doors, Frames & Hardware Supply	107,445
08-1400	Doors, Hardware, Specialties Install	13,450
08-4100	Entrances & Storefronts	103,815
09-2116	Drywall	208,768
09-6200	Epoxy Flooring	59,064
09-6500	Commercial Flooring	46,718
09-9100	Painting & Wall Covering	147,717
10-1100	Premanufactured Canopies	18,748
11-2300	Residential Appliances	4,390
11-4000	Animal Equipment	428,464
12-2100	Blinds and Shades	1,870
12-3000	Millwork	43,883
21-0000	Fire Suppression	127,470
22-0000	Plumbing	310,244
23-0010	HVAC	386,792
26-1000	Electrical	264,573
99-0000	General Conditions	313,475
	<b>Building Costs</b>	3,765,870
	<b>Earthwork, Utilities and Site Improvements</b>	
31-0000	Earthwork and Site Prep	333,185
32-1216	Asphalt Paving	46,220
32-1723	Pavement Markings and Signage	2,856
32-3113	Fencing & Gates	114,959
32-9323	Landscaping	85,801
	<b>Earthwork, Utilities and Site Improvements</b>	583,021

**PROJECT NAME** Springdale Animal Shelter Bid Day  
**PROJECT LOCATION** Springdale, AR  
**REVIEW DATE** 7/23/2019  
**ARCHITECT** SCM Architects  
**ESTIMATED DURATION** 11 mnth  
**BUILDING SIZE** 15,620 sf

---

**Estimate Totals**

Description	Amount	Totals
Job Cost Totals	4,188,560	4,188,560
Building Permit	13,042	
Permits	13,042	4,201,602
Insurances & Bond	160,331	
Insurances and Bond	160,331	4,361,933
Construction Manager Fee	259,358	
Construction Manager Fee	259,358	4,621,291
Contingency	94,312	
Contingency	94,312	4,715,603
Total		4,715,603

**PROJECT CONFIDENTIAL**

**Property of Nabholz Construction Corporation Not for Duplication or Distribution**

This document includes data that is deemed trade secret or proprietary to Nabholz and prepared in conjunction with the Project. This document is shared with the Project team solely for use on this Project consistent with the responsibilities of the Project team. The Recipients shall not duplicate, use, or disclose, in whole or in part, to any person, entity, or party outside the Project team without Nabholz' prior written authorization.

EXHIBIT B

PROJECT INFO

T1.01 COVER SHEET  
T1.02 INDEX OF DRAWINGS, GENERAL NOTES

CIVIL

C0.00 COVER  
TS1.00 TOPOGRAPHIC SURVEY  
C1.00 DEMOLITION PLAN  
C2.00 SITE PLAN  
C3.00 OVERALL GRADING & DRAINAGE PLAN  
C3.01 GRADING PLAN - NORTH  
C3.02 GRADING PLAN - SOUTH  
C3.03 GRADING PLAN - INSET  
C3.04 DRAINAGE PLAN - NORTH  
C3.05 DRAINAGE PLAN - SOUTH  
C4.00 EROSION CONTROL PLAN  
C5.00 UTILITY PLAN  
C6.00 OVERALL LANDSCAPE PLAN  
C6.01 LANDSCAPE PLAN - NORTH  
C6.02 LANDSCAPE PLAN - SOUTH  
C6.03 LANDSCAPE NOTES AND DETAILS  
C7.00 DETAIL SHEET I  
C7.01 DETAIL SHEET II  
C7.02 DETAIL SHEET III  
C7.03 DETAIL SHEET IV  
C7.04 DETAIL SHEET V  
C7.05 DETAIL SHEET VI  
C7.06 DETAIL SHEET VII  
C7.07 DETAIL SHEET VIII  
C7.08 CITY DETAILS I  
C7.09 CITY DETAILS II

STRUCTURAL

S0.01 NOTES  
S0.02 NOTES  
S0.03 NOTES  
S0.04 NOTES  
S0.10 QUALITY ASSURANCE  
S0.11 QUALITY ASSURANCE  
S1.02 FRAMING PLAN - ANIMAL SHELTER  
S1.03 FRAMING PLAN - KENNEL BUILDING  
S1.04 SLAB ON GRADE SLOPES AND DRAINS  
S1.05 SLAB ON GRADE SLOPES AND DRAINS  
S2.02 ROOF FRAMING PLAN - ANIMAL SHELTER  
S2.03 ROOF FRAMING PLAN - KENNEL BUILDING  
S2.10 WALL ELEVATIONS  
S3.00 FOOTING DETAILS  
S3.01 SLAB ON GRADE DETAILS  
S3.02 SLAB ON GRADE DETAILS  
S3.03 TYPICAL CONCRETE DETAILS  
S4.00 MASONRY WALL DETAILS  
S4.01 MASONRY WALL DETAILS  
S4.02 MASONRY WALL DETAILS  
S5.00 STEEL DETAILS  
S5.01 STEEL DETAILS  
S6.00 TYPICAL WOOD FRAMING DETAILS  
S6.01 TYPICAL WOOD FRAMING DETAILS

EXHIBIT B

S6.02 TYPICAL WOOD FRAMING DETAILS  
S6.03 WOOD DETAILS  
S6.04 WOOD DETAILS

ARCHITECTURE

A0.01 ARCHITECTURAL SITE PLAN  
A0.02 SITE ELEVATIONS, SECTION AND DETAILS  
A0.03 EMPLOYEE GATE PLANS AND DETAILS  
A0.04 SITE WALL SECTIONS AND DETAILS  
A1.01 FLOOR PLAN - OVERALL  
A1.02 FLOOR PLAN - ANIMAL SHELTER  
A1.03 FLOOR PLAN - KENNEL BUILDING  
A2.01 DIMENSION PLAN - ANIMAL SHELTER  
A2.02 DIMENSION PLAN - KENNEL BUILDING  
A3.01 ANIMAL SHELTER EQUIPMENT PLAN AND SCHEDULE  
A3.02 KENNEL EQUIPMENT PLAN, ELEVATIONS AND SHEDULE  
A3.03 ENLARGED KENNEL PLANS AND SECTIONS  
A3.04 KENNEL PLAN AND SECTION DETAILS  
A3.05 PLAN DETAILS - ANIMAL SHELTER  
A3.06 PLAN DETAILS - KENNEL BUILDING  
A4.01 REFLECTED CEILING PLAN  
A5.01 ROOF PLAN AND DETAILS  
A6.01 EXTERIOR 3D VIEWS  
A6.02 EXTERIOR BUILDING ELEVATIONS  
A6.03 EXTERIOR BUILDING ELEVATIONS  
A6.04 ELEVATION KEYNOTE LEGEND  
A7.01 BUILDING SECTIONS  
A7.02 BUILDING SECTIONS  
A8.01 WALL SECTIONS AND DETAILS  
A8.02 WALL SECTIONS AND DETAILS  
A8.03 WALL SECTIONS AND DETAILS  
A8.04 WALL SECTIONS AND DETAILS  
A8.05 WALL SECTIONS AND DETAILS  
A8.06 WALL SECTIONS AND DETAILS  
A8.07 WALL SECTIONS AND DETAILS  
A8.08 WALL SECTIONS AND DETAILS  
A8.09 WALL SECTIONS AND DETAILS  
A8.10 WALL SECTIONS AND DETAILS  
A8.11 WALL SECTIONS AND DETAILS  
A9.01 PARTITION SCHEDULE  
A10.01 DOOR SCHEDULE, ELEVATIONS AND DETAILS  
A10.02 DOOR AND WINDOW DETAILS  
A10.03 DOOR AND WINDOW DETAILS  
A11.01 WINDOW ELEVATIONS AND DETAILS  
A12.01 FLOOR FINISH PLAN AND ROOM.FINISH SCHEDULE  
A13.01 INTERIOR ELEVATIONS AND DETAILS  
A13.02 INTERIOR ELEVATIONS AND DETAILS  
A13.03 INTERIOR ELEVATIONS AND DETAILS  
A14.01 MILLWORK ELEVATIONS  
A14.02 MILLWORK ELEVATIONS, SECTIONS AND DETAILS

PLUMBING

P0.01 PLUMBING LEGENDS, NOTES AND SCHEDULES  
P0.02 PLUMBING SCHEDULES AND DETAILS  
P1.01 PLUMBING DETAILS  
P2.01 PLUMBING DRAIN PLAN - MAIN BUILDING  
P2.02 PLUMBING DRAIN PLAN - STRAY AND ADOPTION WINGS  
P2.03 PLUMBING DRAIN/VENT ISOMETRIC - MAIN BUILDING  
P2.04 PLUMBING VENT ISOMETRIC - STRAY AND ADOPTION WING



EXHIBIT B

P3.01 PLUMBING SUPPLY PLAN - MAIN BUILDING  
P3.02 PLUMBING SUPPLY PLAN - STRAY AND ADOPTION WINGS  
P3.03 PLUMBING ROOF PLAN - MAIN BUILDING

MECHANICAL

M0.01 MECHANICAL SCHEDULES AND NOTES  
M0.02 MECHANICAL SCHEDULES  
M1.01 MECHANICAL LEGEND AND DETAILS  
M2.01 MECHANICAL PLAN - MAIN BUILDING  
M2.02 MECHANICAL PLAN - STRAY AND ADOPTION WINGS  
M2.03 MECHANICAL AXONOMETRIC PLAN  
M2.04 MECHANICAL REFLECTED CEILING PLAN - MAIN BUILDING  
M2.05 MECHANICAL REFLECTED CEILING PLAN - STRAY AND ADOPTION WINGS

ELECTRICAL

E0.01 ELECTRICAL NOTES AND LEGEND  
E0.02 ELECTRICAL SITE PLAN  
E1.01 OVERALL ELECTRICAL PLAN  
E1.02 POWER PLAN - MAIN BUILDING  
E1.03 POWER PLAN - STRAY AND ADOPTION WINGS  
E1.04 MECHANICAL POWER PLAN - MAIN BUILDING  
E1.05 MECHANICAL POWER PLAN - STRAY AND ADOPTION WINGS  
E1.06 FIRE ALARM PLAN  
E1.07 FIRE ALARM PLAN - STRAY AND ADOPTION WINGS  
E2.01 LIGHTING PLAN - MAIN BUILDING  
E2.02 LIGHTING PLAN - STRAY AND ADOPTION WINGS  
E2.03 SITE PHOTOMETRICS  
E3.01 ELECTRICAL SCHEDULES AND RISER  
E3.02 PANEL SCHEDULES  
E3.03 ELECTRICAL DETAILS  
E2.03 SITE PHOTOMETRICS

EXHIBIT C

**DIVISION 0**

- 00 00 11 - Drawing Index
- 00 00 12 – Drawing Index for Bid Alternates 2 & 3
- 00 21 13 - Instructions To Bidders (Issued by General Contractor)
- 00 41 00 - Bid Form (Issued by General Contractor)

**DIVISION 1 - GENERAL REQUIREMENTS**

- 01 10 00 – Summary of Work
- 01 20 00 – Allowances and Unit Prices
- 01 21 00 – Project Procedures
- 01 23 00 – Bid Alternates
- 01 30 00 – Administrative Requirements
- 01 32 16 – Progress Schedule
- 01 33 00 – Submittals
- 01 40 00 – Quality Control
- 01 50 00 – Construction Facilities, Temporary Controls, Temporary Utilities and Project Identification
- 01 60 00 – Product Requirements
- 01 70 00 – Contract Closeout

**DIVISION 2 – EXISTING CONDITIONS**

- 02 23 10 – Tree Protection & Trimming

**DIVISION 3 - CONCRETE**

- 03 10 00 – Concrete Formwork
- 03 20 00 – Concrete Reinforcement
- 03 30 00 – Cast-In-Place Concrete
- 03 35 00 – Concrete Floor Finishing
- 03 39 00 – Concrete Curing
- 03 39 50 – Concrete Sealing

**DIVISION 4 - MASONRY**

- 04 05 03 – Mortar and Masonry Grout
- 04 20 00 – Unit Masonry Systems

**DIVISION 5 - METALS**

- 05 12 00 – Structural Steel
- 05 50 00 – Metal Fabrications

**DIVISION 6 - WOOD AND PLASTICS**

- 06 10 00 – Rough Carpentry
- 06 10 53 – Wood Blocking and Curbing
- 06 13 43 – Plate Connected Wood Trusses
- 06 17 33 - Wood I-Joists, Rim Boards, and Engineered Wood
- 06 41 00 – Custom Cabinets and Finish Carpentry

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

- 07 19 00 – Water Repellent Coating

EXHIBIT C

- 07 20 00 – Water Resistant Air Infiltration Barrier
- 07 21 00 – Board and Batt Insulation
- 07 26 20 – Fluid Applied Air and Water Barrier
- 07 31 10 – Asphalt Shingles
- 07 41 13 – Prefinished Metal Roof
- 07 42 13 – Metal Wall Panels
- 07 46 00 – Fiber Cement Siding
- 07 53 00 – Single Ply TPO Roofing Membrane
- 07 62 00 – Pre Finished Metal Flashing, Cladding, Soffits and Trim
- 07 84 00 – Firestopping
- 07 90 00 – Joint Sealers

**DIVISION 8 – OPENINGS**

- 08 11 00 – Steel Doors and Frames
- 08 14 22 – Flush Face Plastic Laminated Wood Doors
- 08 22 00 – Fiberglass (FRP) Doors and Frames
- 08 41 13 – Aluminum Entrances and Storefront
- 08 62 00 - Skylights
- 08 71 00 – Door Hardware
- 08 80 00 - Glazing

**DIVISION 9 – FINISHES**

- 09 21 16 – Gypsum Board Assemblies
- 09 30 00 – Wall Tile and Floor Tile
- 09 51 13 – Suspended Acoustical Ceilings
- 09 65 00 – Resilient Flooring
- 09 67 13 – Seamless Epoxy Flooring
- 09 77 00 – Fiberglass Reinforced Plastic Panels (FRP)
- 09 90 00 – Paints and Coatings

**DIVISION 10 – SPECIALITIES**

- 10 14 00 – Signage, Letters and Cast Bronze Plaque
- 10 28 00 – Toilet and Bath Accessories
- 10 44 00 – Fire Extinguisher Cabinets and Fire Specialties

**DIVISION 11 - EQUIPMENT**

- 11 10 00 – Contractor Provided and Installed Equipment
- 11 60 00 – Animal Equipment

**DIVISION 12 - FURNISHINGS**

- 12 00 00 – General Furnishings
- 12 21 13 – Horizontal Louver Blinds

**DIVISION 13 - SPECIAL CONSTRUCTION**

- 13 30 00 – Post Supported Premanufactured Canopies

**DIVISION 14 - CONVEYING EQUIPMENT**

None this project

**DIVISION 21 – FIRE SUPPRESSION**

**DIVISION 22 – PLUMBING**

- 22 05 16 – Expansion Fittings and Loops for Plumbing Piping
- 22 05 17 – Sleeves and Sleeve Seals for Plumbing Piping
- 22 05 18 – Escutcheons for Plumbing Piping
- 22 05 23 – General – Duty Valves for Plumbing Piping
- 22 05 29 – Hangers and Supports for Plumbing Piping and Equipment
- 22 05 53 – Identification for Plumbing Piping and Equipment
- 22 07 19 – Plumbing Piping Insulation
- 22 11 16 – Domestic Water Piping
- 22 11 19 – Domestic Water Piping Specialties
- 22 13 16 – Sanitary Waste and Vent Piping
- 22 13 19 – Sanitary Waste Piping Specialties
- 22 34 00 – Fuel-Fired, Domestic-Water Heaters
- 22 41 00 – Residential Plumbing Fixtures

**DIVISION 23 – HVAC**

- 23 05 10 – Mechanical Coordination
- 23 05 13 – Common Motor Requirements for HVAC Equipment
- 23 05 14 – Variable-Frequency Motor Controllers
- 23 05 48 – Vibration and Seismic Controls for HVAC Piping and Equipment
- 23 05 53 – Identification for HVAC Piping and Equipment
- 23 05 93 – Testing, Adjusting, and Balancing for HVAC
- 23 11 23 – Facility Natural-Gas Piping
- 23 31 13 – Metal Ducts
- 23 33 00 – Air Duct Accessories
- 23 34 23 – HVAC Power Ventilators
- 23 37 13 – Diffusers, Registers, and Grilles
- 23 74 13 – Packaged, Outdoor, Central-Station Air-Handling Units

**DIVISION 26 – ELECTRICAL**

- 26 05 19 – Low-Voltage Electrical Power Conductors and Cables
- 26 05 26 – Grounding and Bonding for Electrical Systems
- 26 05 29 – Hangers and Supports for Electrical Systems
- 26 05 33 – Raceways and Boxes for Electrical Systems
- 26 05 39 – Underfloor Raceways for Electrical Systems
- 26 05 43 – Underground Ducts and Raceways for Electrical Systems
- 26 05 44 – Sleeves and Sleeve Seals for Electrical Raceways and Cabling
- 26 05 48.16 – Seismic Controls for Electrical Systems
- 26 05 53 – Identification for Electrical Systems
- 26 09 23 – Lighting Controls Devices
- 26 24 16 – Panelboards
- 26 27 13 – Electricity Metering
- 26 27 26 – Wiring Devices
- 26 28 16 – Enclosed Switches and Circuit Breakers
- 26 43 13 – Surge Protection for Low-Voltage Electrical Power Circuits
- 26 51 19 – LED Interior Lighting
- 26 56 19 – Exterior Lighting

**DIVISION 27 – COMMUNICATIONS**

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

## EXHIBIT C

31 00 00 – Geotechnical Investigation  
31 10 00 – Site Clearing  
31 22 13 – Site Grading  
31 23 16 – Excavating  
31 23 17 – Trenching  
31 23 18 – Rock Removal  
31 23 19 – Dewatering  
31 23 23 – Backfilling  
31 25 13 – Temporary Erosion Control  
SWPPP Stormwater Pollution Prevention Plan for Construction Activity for Small Construction Sites  
31 31 16 – Termite Control  
31 37 00 – Rip-Rap

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 11 23 – Aggregate Base Course  
32 12 16 – Asphaltic Paving  
32 13 13 – Portland Cement Concrete Paving  
32 13 73 – Pavement Joint Sealants  
32 17 23 – Pavement Markings  
32 31 00 – Custom Sliding Vehicular Gate  
32 31 13 – Chain Link Fence and Gates  
32 80 00 – Landscape Irrigation  
32 92 19 – Seeding  
32 93 00 – Trees, Shrubs, and Groundcover  
32 92 23 – Turfgrass Sod

### **DIVISION 33 – UTILITIES**

33 05 05 – Pipe Laying  
33 11 16 Site Water Distribution  
33 13 00 Disinfection of Water Distribution  
33 14 01 Water & Sewer Reference Specification  
33 31 00 Sanitary Sewer Systems  
33 41 00 Storm Sewer  
33 43 13 Sub-Drainage Systems  
33 46 16 Sub-Drainage Roof Drains

### **DIVISION 34 - 45 – NOT USED**



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROPRIATING FUNDS FOR THE  
PARKS AND RECREATION DEPARTMENT  
PROJECT NO. 18BPP5**

**WHEREAS**, the City of Springdale is in the process of making improvements to the Parks & Recreation Center and desire to install netting on two soccer fields at a cost of \$9,397 plus tax, and

**WHEREAS**, the City would also like to replace the lighting over the two soccer fields at a cost of \$15,899.10 plus tax, and.

**WHEREAS**, the 2019 Parks budget does not include sufficient funds for these items.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that there is hereby appropriated \$29,000 from the 2018 Park Bond Construction Fund for the purchase and installation of lighting for the Parks and Recreation indoor soccer fields and netting for the same soccer fields.

**PASSED AND APPROVED** this 27<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



Batting Cages Inc.  
401 Lincoln Street, Everson WA 98247  
PH 800-463-6865 FX 800-728-8527

ESTIMATE

DATE	ESTIMATE NO.
8/8/2019	9037

NAME / ADDRESS				SHIP TO			
CITY OF SPRINGDALE SPRINGDALE PARKS & RECREATION PO BOX 42 SPRINGDALE, AR 72765				SPRINGDALE PARKS & RECREATION RANDALL TYSON RECREATIONAL COMPLEX ATTN: CHRIS GIBSON 4303 WATKINS AVE SPRINGDALE, AR 72762			
P.O. NO.	TERMS	SHIP DATE	REP	FOB	PROJECT	CUSTOMER PHONE	
TBD	Net 30	9/1/2019	AJN	EVERSON, WA		CHRIS	
QTY	DESCRIPTION					PRICE EACH	TOTAL
2	CUSTOM SIDE PANEL - NORTH & SOUTH 18' HIGH X 164' WIDE  #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER					1,758.46	3,516.92T
2	CUSTOM SIDE PANEL - EAST & WEST 18' HIGH X 130' WIDE  #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER CUSTOM ZIPPERS FOR MAINTENANCE DOOR ENTRANCE					1,260.28	2,520.56T
2	CUSTOM DIVIDER CURTAIN - OPTION 1 18' HIGH X 85' WIDE  #36 X 3-1/8" STR DBB KNOTTED NYLON 5/16" HAND SEWN ROPE 95 LB. LL, BOTTOM BORDER BLACK VINYL BOTTOM, 3' HIGH					1,070.97	2,141.94T
1,050	3/16" #719 AIRCRAFT CABLE, GALVANIZED, PER FOOT					0.20	210.00T
40	3/16" MALLEABLE CABLE CLAMP, GALV, EA.					0.21	8.40T
400	7MM SNAP CLIP, EA.					0.37	148.00T
85	INDIVIDUAL PULLEY, EA.					1.50	127.50T
1	SHIPPING VIA TRUCK					724.58	724.58T

Netting Professionals, LLC  
P.O. Box 17183  
Fernandina Beach, FL 32035  
844-620-2707  
info@nettingpros.com  
www.nettingpros.com

Estimate



ADDRESS  
Springdale Parks and Rec  
AR

SHIP TO  
Springdale Parks and Rec  
AR

ESTIMATE #	DATE
2232	08/12/2019

ACTIVITY	QTY	RATE	AMOUNT
1000:1020 #36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier Netting (3)19'x 164' doors in 2 (1) net is divider net with 3' vinyl at bottom	1	5,484.00	5,484.00
1000:1020 #36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier Netting 19'x130'	1	1,087.00	1,087.00
1000:1020 #36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier Netting 19'x44'	1	368.00	368.00
1000:1020 #36 TK NYLON Black 1-3/4" Square Mesh Netting Indoor Barrier Netting 19'x73'	1	645.00	645.00
2500:2501 Custom Cable Kit includes cabling, turnbuckles, eye bolts, cable clamps and lacing cord middle sliding curtain cable (ss)	1	1,765.00	1,765.00
5555 Shipping / Handling	1	625.00	625.00
7-tax Sales Tax	1	972.47	972.47
*Provide sales tax exemption letter to remove sales tax.			



860-537-1414  
800-596-1066  
fax 860-537-7393

860-537-1414 ext 120  
860-531-1049



Proposal ID :080119CC1456

Date: August 01, 2019

Terms: No Terms

This proposal is valid for 30 days

Current Lead time ARO: 7-10 business days ARO

Bill To: XXXXX

City of Springdale Parks and Rec  
1906 Cambridge St.  
SPRINGDALE, AR 72762  
USA

Contact:

Name: Chris Gibson  
Tel: 479-283-0071  
Fax: N/A  
cgibson@springdalear.gov

Quantity	Item #	Description	Tag	Unit Price	Amount
1	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 164.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	Divider Panel	2,391.12	2,391.12
3	4203	Knotless Nylon FR 1-1/2in Sq Width: 54.66 FT Length: 130.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	<del>Ceiling Panels</del>	5,755.70	<del>17,267.10</del>
8	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 41.00 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black Custom doors to be cut on site	N & S Panels	597.78	4,782.24
8	4203	Knotless Nylon FR 1-1/2in Sq Width: 18.00 FT Length: 32.50 FT Color: Black FR Sewn Border: Polyester Braid 1/4in Black	E & W Panels	597.78	4,782.24
				<b>Subtotal:</b>	<b>29,222.70</b>
				<b>PPD GRD</b> Freight:	4,120.40
				<b>Total:</b>	<b>33,343.10</b>



516A EAST ROBINSON  
SPRINGDALE AR 72764-7132  
Phone: 479725  
Fax: 479872

To: CITY OF SPRINGDALE  
201 SPRING ST  
SPRINGDALE AR 72764-4554  
Attn: JJ  
Phone: 479-751-5751 WATER  
Fax: 479-750-8504  
Email: david.gresham@graybar.com

Date: 08/09/2019  
Proj Name:  
GB Quote #: 0233392514  
Release Nbr:  
Purchase Order Nbr:  
Additional Ref#  
Valid From: 08/09/2019  
Valid To: 09/08/2019  
Contact: DAVID GRESHAM  
Email: david.gresham@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	42 EA	T-1 LGT		T1- IHBLED4/B/481- 40		\$378.55	1	\$15,899.10
***Item Note:***		481 Watts						

Total in USD (Tax not included): \$15,899.10

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com) 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.



## **Springdale Recreation Center**

### **2019 Lighting Project**

Included in the attachments are several options to improve the lighting for the basketball courts and soccer field areas. With each option there are several factors that were taken into account. Some of the factors include cost, foot-candles achieved, and the color. Through both companies we have tested several fixtures to obtain our desired 50 foot-candles and natural light color. Please see attachments for details.

## **Elliott Electrical Supply & Springdale Parks and Recreation Process**

### **First set of samples:**

GE- knw1pk ALBEO 24k Lumen

**Results:** 28 Fc

Fixture was smaller with a higher concentration of light, which resulted in being very bright when looked up at. Also did not meet the desired Fc.

### **Second set of samples:**

GE- 36k Lumen 4K

**Results:** 42 Fc

Fixture was also smaller with the same concentration of light when looked at directly. Still did not meet the desired Fc.

### **Third set of samples:**

GE- QW1PK 48k Lumen 4K

**Results:** 54 Fc

Fixture met the desired 50 Fc on basketball. It did not meet the 50 Fc over soccer. It was 48 Fc with the turf absorbing a portion of the light. Fixture was still difficult to look at and could cause a distraction for the players.

### **Warranty:**

Manufacture offered a 5 yr warranty but agreed to a 7 yr warranty.

### **L70's:**

100,000 hours minimum

### **Graybar & Springdale Parks and Recreation Process**

#### **First set of samples:**

T1-IHBLED2/B/161-50

**Results:** 29 Fc

Fixtures did not produce enough light to meet the requested 50 foot candles on the basketball court.

#### **Second set of samples:**

T1-IHBLED2/B/201-50

**Results:** 36 Fc

Fixtures still did not meet the light level requested (50 Foot candles). Discussed having to go with a much higher wattage to produce light level requested for the soccer side vs the basketball side. We went and measured the facility and ran lighting layout to provide estimates on the foot candle output for third set of samples.

#### **Third set of samples:**

T1-IHBLED4/B/281-40 (Basketball)

T1-IHBLED4/B/481-40 (Soccer)

**Results:** 56 & 62 Fc

Fixtures both met the light levels that were requested. 281W fixture put off 56Fc on the basketball side and the 481W fixture put off 62Fc on the Soccer side.

#### **Warranty:**

Manufacturer offers a 7 year limited warranty and Graybar has provided written notice that we will back up the warranty if anything were to happen to the manufacturer before the warranty expires.

#### **L70's:**

T1-IHBLED4/B/281-40 | 201,000 hours

T1-IHBLED4/B/481-40 | 198,000 hours



516A EAST ROBINSON  
SPRINGDALE AR 72764-7132  
Phone: 479-725-4900  
Fax: 479-872-6680

To: CITY OF SPRINGDALE  
201 SPRING ST  
SPRINGDALE AR 72764-4554  
Attn: JJ  
Phone: 479-751-5751 WAT  
Email:  
Fax: 479-750-8504-BONNIE

Date: 06/14/2019  
Project Name:  
GB Quote #: 0232983441  
Purchase Order Nbr:  
Release Nbr:  
Additional Ref#:  
Revision Nbr: 1  
Valid From: 06/14/2019  
Valid To: 07/14/2019  
Contact: JORDAN THOMPSON  
Email: jordan.thompson@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes:

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
100		84	T-1 LGT	T1-IHBLED4/B /281-40		\$209.50	1	\$17,598.00

GB Part#:NOF TLT T-1 LTG  
\*\*\*Item Note:\*\*\* \* 281 Watts

200		72	T-1 LGT	T1-IHBLED4/B /481-40		\$378.55	1	\$27,255.60
-----	--	----	---------	-------------------------	--	----------	---	-------------

GB Part#:NOF TLT T-1 LTG  
\*\*\*Item Note:\*\*\* \* 481 Watts

Total in USD (Tax not included): \$44,853.60

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: CITY OF SPRINGDALE  
201 SPRING ST  
SPRINGDALE AR 72764-4554  
Attn: JJ

Date: 06/14/2019  
Project Name:  
GB Quote #: 0232983441

Proposal

We appreciate your request and take pleasure in responding as follows

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
------	-----------	----------	----------	-------------	-------------	-------	------	------------

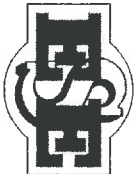
GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, at the Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right thereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-74.1.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflict of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.





ELLIOTT ELECTRIC SUPPLY

www.ElliottElectric.com

Quote #106-60962

537 N 40TH ST  
SPRINGDALE, AR 72762  
479-361-2266

57.4

Page: 1

Customer Account: (7253064)	Ship To Information:	Customer Phone: 479-750-8185	Customer Job/PO: LED FIXTURES 48,000 LUMEN
SPRINGDALE PARKS & REC	SPRINGDALE PARKS & REC		
P O BOX 42	P O BOX 42		
SPRINGDALE, AR 72762	SPRINGDALE, AR 72765		

• ATTENTION: Do Not Deliver From This Document!

Salesman: Priddy, David J	Invoice Date: 5/13/2019	Date and Time Printed: 5/13/2019 12:04:20 PM
---------------------------	-------------------------	--

Item Number	Quote Quantity	Catalog Number	Vendor Code	Description	Price	Unit Code	Extended Price
1	156	ABV3048A471DQVST	GLS	QW1PK 48,000 LUMEN 4K	\$ 375.00	E \$	58,500.00 T

Sub Total: \$	58,500.00
Tax: \$	5,703.75
Total: \$	64,203.75

**Bluff Cemetery Maintenance Costs**  
8/13/2019

Maintenance Options	Annual Cost
2019 Budget (Labor & Supplies)	\$ 50,200.00
Current R/W Contractor Bid (28 Weeks Mowing)	\$ 67,381.00
Burton Cemetery Services (Total Cemetery Maintenance)	\$ 37,400.00

# BURTON CEMETERY SERVICE

683 Madison 8105  
Hindsville, AR. 72738  
PH. 479-236-3176

Burton Cemetery Service (BCS) was established in 1969 in Springdale AR and has been family owned and operated since that time. The current owner and operators are Sarah Grubbs and Mark Terry in Hindsville, AR. The business has six (6) employees and the following equipment:

## Grave opening and closing

- 3 Case backhoes
- 4 Dump trucks
- 3 flatbeds
- 8 trailers

## Lawn maintenance

- 1 Husky 60" deck
- 1 Cub Cadet 48" deck
- 1 Craftsman 48" deck
- 2 Stihl weed eaters
- 1 Ryobi Blade weed eater

We are the only company allowed to open and close graves at the following cemeteries:

- Hickory Creek cemetery
- Silent Grove Cemetery
- Wilson Cemetery
- Mount Comfort Cemetery
- Kings Cemetery

The following Funeral Homes use our company exclusively to open and close grave for them:

- Backstrom-Pyeatte Funeral Homes
- Memorial Funeral Home
- Heritage Funeral Home
- Siscos Funeral Home
- Beards Funeral Chapel
- Westfield Chapel
- Benton County Funeral Home

Cemetery maintenance services proposed:

Remove dead flowers, tree branches, trash and debris from the cemetery weekly.

Add topsoil and level graves that have settled and rutting as needed.

Have exclusive right to open and close graves at Bluff Cemetery for the life of this agreement.

Notify Public works supervisor of issues that arise at the cemetery as needed. Provide continuous upkeep of the cemetery to a park-like standard.

Mow and trim the entire cemetery once a week during the 28 week grass growing season.

Damage to graves and headstones will be performed as part of this agreement and bill to the party causing the damage.

Service Agreement Pricing for upkeep of Bluff Cemetery:

Cost for weekly general upkeep of the cemetery will be \$100.00/week.

Weekly cost to mow and trim the cemetery for the 28 week mowing season will be \$1150.00/week

Each extra mowing after 28 weeks will be \$1150.00 per occurrence.

Performing grave opening and closing services will be at the rates shown on the attached price sheet. Grave opening and closing services to be billed to the funeral clients not the City of Springdale (City).

Payment for services shall be invoiced and paid month during the period of the agreement.

Termination:

Subject to the following provisions, any service agreement resulting from this solicitation may be terminated by either party upon thirty days advance written notice to the other party. If any work or service is in progress but not completed as of the date of termination, then said service agreement may be extended upon written approval of the City until said work or services are completed and accepted.

1. Termination for convenience - In the event that the service agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty day advance notice, then the City shall negotiate reasonable termination costs.
2. Termination for cause - Termination by the City for cause, default, or negligence on the part of the contractor then termination costs if any shall not apply. The thirty day advance notice requirement is waived in the event of termination for cause.
3. Termination due to unavailability of funds - When funds are not appropriated or otherwise made available to support the continuation of performance, the service agreement shall be cancelled at the discretion of the city.

Burton Cemetery Service

City of Springdale

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Burton Cemetery Service price sheet (7/5/2020)

Open and close full size grave over 4 foot long.....	\$400.00
Open and close infant grave.....	\$150.00
Open and close for cremation.....	\$150.00
Double depth full size grave.....	\$1000.00
Dissenter **.....	\$1200.00
Jackhammer for rock, when needed.....	\$150.00/hour
Tent set up over graves excavated by BCS.....	\$250.00
Sundays and holidays charge double the above prices.....	
(New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas.)	

\*\*A dissenter is when we have to dig up a vault that has already been buried